

**INVITATION FOR BID (IFB)**  
**Formal Request for Quotes to Supply**  
**HDPE Pipe, Fittings, and**  
**Ancillary Pipe Fusing Services**  
  
**For The**  
  
**Sicard Flat Pipeline Upgrade Project**

Point of Contact (POC)	Kelly McNally
IFB Release Date	September 9, 2022
Bid Due Date	September 30, 2022 by 3:00 p.m. PDT
Location of Work	Browns Valley, California

**1. PROJECT DESCRIPTION** (Specify the project and summary scope of work)

The Browns Valley Irrigation District (“District”) hereby requests formal sealed bids from qualified firms (“Bidder”) to supply high-density polyethylene (HDPE) pipe, fittings, and ancillary pipe fusing services for the Sicard Flat Pipeline Upgrade Project (“Project”). The District is performing the Project to convert a 9.3-mile open water conveyance ditch to 9.6 miles of HDPE pipeline. The proposed Project is located within the BVID service area, 12 miles northeast of the City of Marysville and 55 miles north of the City of Sacramento. The BVID service area encompasses approximately 55,000 acres. The latitude of the project is 39.254300 (39° 15’ 15.48”); the longitude is -121.344546 (-121° 20’ 40.365”).

The pipeline will extend approximately 9.6 miles in length, generally located along a portion of the existing Sicard Flat Ditch, as well as various roadways that are located along, and off of, Scott Forbes Road, north of State Route 20, and east of the community of Browns Valley, in Yuba County, California. This project is federally funded and requires that the successful bidder comply with special federal and state contract requirements.

**1.1 District Background and Existing Site Conditions:** The Sicard Flat Ditch is BVID’s longest and most problematic conveyance system. Constructed in the 1850s, the head of the Sicard Flat Ditch begins at Dry Creek four miles below the Virginia Ranch Dam (Collins Lake) and extends 9.3 miles through much of Browns Valley to Highway 20 near Peoria Road. Much of its length is constructed directly into blasted rock, making it extremely porous and susceptible to leaks.

**1.2 Goals to be obtained through the completion of this project:** Replacing the leaky Sicard Flat Ditch with a closed pipeline system will conserve approximately 2,900 acre-feet of irrigation water each year which is equivalent to six percent of the usable storage capacity of Collins Lake, the reservoir from which the District draws the supply for the system. These water savings are significant for the District because its water supplies are susceptible to drought due to the relatively small size of the reservoir and the fact that it is dependent on rainfall.

The Project will also enable the District to avoid major risk associated with the current ditch alignment. The Sicard Flat Ditch passes through a very narrow, unreinforced tunnel that is extremely susceptible to collapse. A collapse of this tunnel would be catastrophic, cutting off service to over 100 customers and potentially requiring millions of dollars and many years to repair.

**2. SCOPE OF WORK**

Bidder will procure or manufacture materials for the project and deliver the product by the required delivery date, December 5, 2022. Complying with the delivery date is a principal project objective because of the need for the District to complete the Project work before the next irrigation season. No construction services are to be included in the bid amount. The District is performing the construction work for the Project with its own forces. However, the successful bidder must provide a technician or technicians qualified to fuse pipe sections on the job site. Refer to technical specifications

(EXHIBIT B) and Bid Schedule for listed items required (EXHIBIT C).

### 3. BIDDER QUALIFICATIONS

- 3.1 Bidder must have at least five years as a distributor of HDPE Pipe, Fittings, Air Vents, and American Flow Control Valves.
- 3.2 McElroy certification (or similar) that meets or exceeds ASTM F2620 and complies with ASTM F3190 must be held for five consecutive years for small, medium, and large diameter pipe and certification must be included with Bid Submission.
- 3.3 Bidders must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code in order to perform the pipe fusing services. If such services are subcontracted out, the subcontractor(s) listed in the bid as performing any portion of that work also must be registered and qualified with the Department of Industrial Relations.

### 4. BID SUBMISSION

Submittals should include the following:

- 4.1 A Cover Letter / Executive Summary - A brief statement as to the Bidder's understanding of the materials to be supplied, the commitment to supply the material, and a statement as to why the Bidder believes it to be the best qualified.
- 4.2 Contact Information for the Bidder representative responsible for providing the submittal and answering any questions regarding the submittal.
- 4.3 In accordance with product manufacturer warranty, the certified fusion welder, mechanic and/or technician must meet or exceed ASTM F2620 and comply with ASTM F3190 and be certified by the pipe manufacturer or fusion equipment manufacturer.
- 4.4 HDPE Pipe, Resin and Angles must be produced by the same manufacturer. Any specifications for proposed alternatives to products must be provided with Bid Submission and must clearly indicate that product is comparable in all aspects.
- 4.5 HDPE Pipe will be delivered in 40' sections.
- 4.6 Sealed bids should be delivered by mailed or by hand or courier service to the District representative listed below by the Deadline to Submit date and time indicated in Section 5, Schedule, labeled "Sicard Flat Pipeline Upgrade Project":

District Representative:  
Kelly McNally  
PO Box 6  
9370 Browns Valley School Rd  
Browns Valley, CA 95918

No emailed bids will be accepted. All questions shall be submitted to the District Representative by September 19, 2022. Signature of the Bidder on its bid constitutes acceptance by the Bidder of all terms, conditions, and requirements set forth in this IFB and in the documents in the bid package.

The attention of Bidders is directed to the requirements and conditions of employment to be observed and prevailing wage rates to be paid to all workers employed in the performance of the Project work to be provided under the Contract Documents in accordance with Labor Code sections 1770 and following. Copies of the prevailing rate of per diem wages are on file at the District's office and will be made available upon request. In accordance with Labor Code section 1771.4(a)(1), this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidder is required to include the following with its Bid Submission:

- Completed Exhibit C – Bid Schedule Signed by an Authorized Agent for the Bidder
- Completed Exhibit D – Anti-Lobbying Certification
- Completed Exhibit E -- Iran Contracting Act Certification
- Electrofusion Certification – ASTM F2620 and ASTM F3190
- Disclosure of all Subcontractors and Suppliers (first, second or third tier)
- Details on the product being submitted if not the brand/manufacturer provided in specification. If no information is provided by the Bidder, District will require awarded Bidder to provide the specific brands indicated in the Specifications at the cost included in the Bid Schedule

**5. SCHEDULE**

Solicitation Release .....	September 9, 2022
Deadline to Submit Questions .....	September 20, 2022 by 3:00pm PDT
Final Addenda Issued .....	September 26, 2022
Deadline to Submit .....	September 30, 2022 by 3:00pm PDT
Bid Opening .....	September 30, 2022 at 3:05pm PDT
Contract Execution .....	October 10, 2022
Product Delivery .....	December 12, 2022

**6. GENERAL CONDITIONS**

The terms and conditions of the District's Agreement apply. Sample agreement is attached.

**6.1** "Contract Documents" include this Invitation for Bid/Formal Request for Quote, Agreement,

Additional Agreement Terms, Exhibits, Attachments, Drawings, Specifications, Bid Schedules, Bid Submissions, and any other documentation associated with this Project and included within any document that is part of the Contract Documents.

- 6.2** The successful Bidder will be required to furnish insurance with certificates and endorsements of insurance, as provided in the Contract Documents. The required bonds must be provided only by a surety insurer who is authorized to do business by and in good standing with the California Department of Insurance.
- 6.3** All work shall comply with the most recent revisions of the drawings, specifications, and national, state and local codes, requirements, and procedures.
- 6.4** Bidder is responsible for verifying the existing drawings submitted with and after this IFB are accurate.
- 6.5** District's Rights Reserved
  - The District reserves the right to reject any or all bids and to waive technicalities and informalities when such waiver is determined by the District to be in the District's best interest.
  - The District may modify this IFB by issuance of one or more written addenda; it is ultimately the Bidder's responsibility to check with the District for verification of any issued addenda.
  - The District reserves the right to request clarifications from Bidders at any time to gather additional information.
  - This IFB does not commit the District to award a contract. All bids submitted in response to this IFB become the property of the District and are public records.
  - The District shall not be liable for any pre-contractual expenses incurred, including but not limited to costs incurred in the preparation or submission of bids. The District, its officers, elected officials, agents, and employees shall be held harmless and free from all liabilities, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this IFB.
  - The District shall only consider and evaluate bids from responsive and responsible Bidders.

## **7. CONTRACT EXECUTION**

The successful Bidder will be notified in writing by the District of the award of the Contract within 10 days after opening of bids. Accompanying the District's notice of award will be the Contract, which the District may require to be executed in duplicate or triplicate. Within 10 days following receipt of the notice of award, the successful Bidder will be required to execute and return the original contract, and the required certificates and proof of insurance documents to the District. In addition, the successful bidder will be required to furnish a payment bond and faithful performance bond each in the full amount of the contract price. The required insurance coverages and bonds

must be provided only by insurers and sureties who are authorized/admitted to do business by and in good standing with the California Department of Insurance. Failure to do so shall be just cause for termination of the award. The District will promptly determine whether such Contract, bonds, and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the Project work to the successful Bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible, responsive Bidder to sign and return the Contract with bonds and insurance as required, the District may award the Contract to the next lowest responsible, responsive Bidder.

## **8. SUBCONTRACTORS/SUPPLIERS**

In compliance with Public Contract Code section 4100 et seq. each Bidder shall state in its bid, the: (a) name, location of the mill, shop, or office, and California contractor's license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of 1% of the Contractor's total bid, (b) description of the type of work to be performed by each such subcontractor, and (c) portion of the work (expressed in dollar amount) that will be performed by each such subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work in excess of one-half of 1% of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a making a written finding as a public record of the District setting forth the facts constituting the emergency or necessity.

## **9. DEBARMENT AND REQUIRED PUBLIC WORKS NOTICE**

The District shall not accept a bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7 or that is listed in the federal SAM database. The Bidder who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7 or is debarred by the United States. The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at <http://www.dir.ca.gov/DLSE/debar.html>. The federal SAM database can be found at: SAM.gov

## **10. LICENSE**

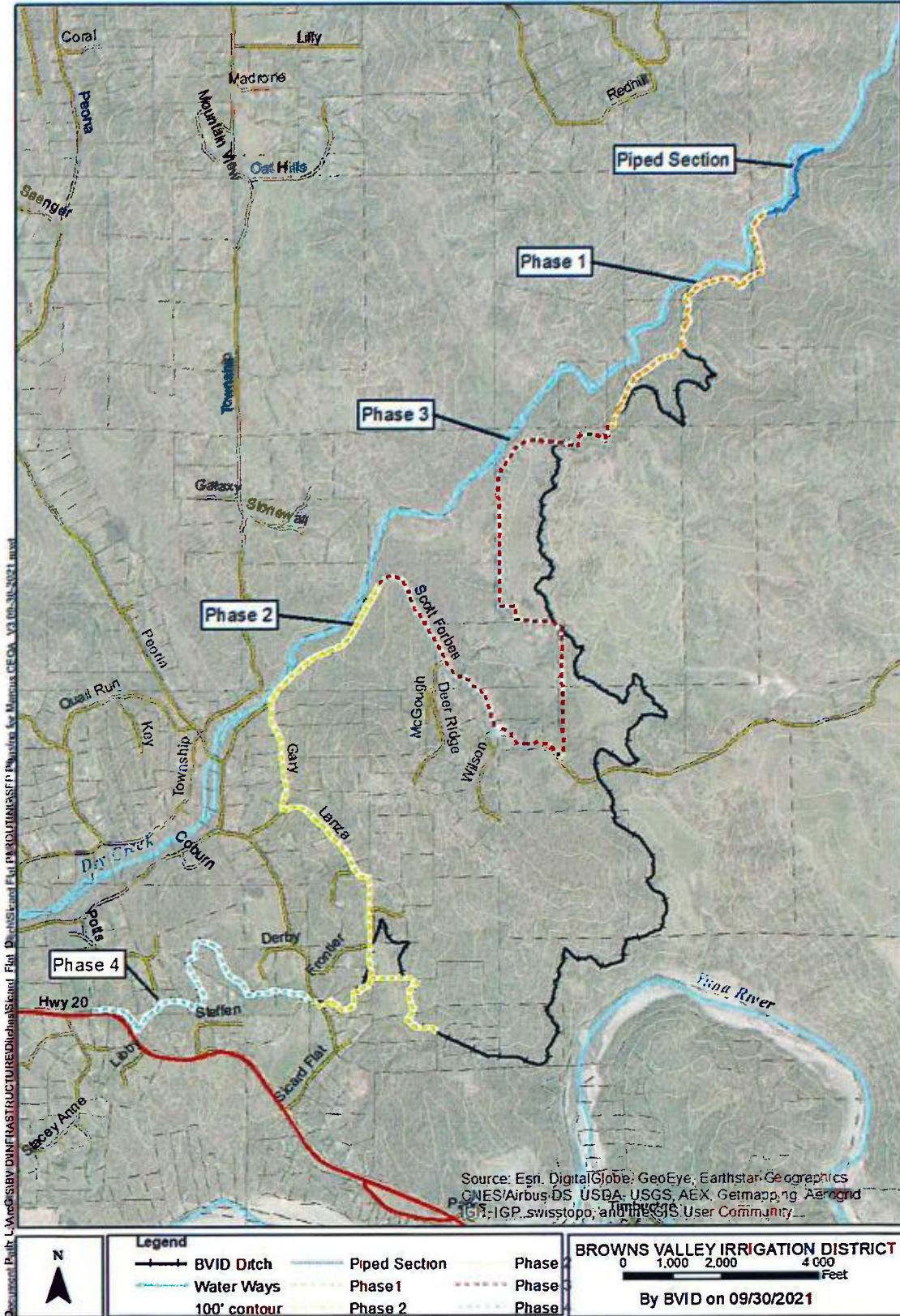
The successful Bidder shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

**11. EXHIBITS**

- EXHIBIT A: Sicard Flat Pipeline Alignment and Project Phases
- EXHIBIT B: Specifications
- EXHIBIT C: Bid Schedule Form (required submission item)
- EXHIBIT D: Anti- Lobbying Certification (required submission item)
- EXHIBIT E: Iran Contracting Act Certification (required submission item)
- EXHIBIT F: Sample Agreement



# Sicard Flat Pipeline Alignment and Project Phases







# **Browns Valley Irrigation District Technical Bid Specification**

**Browns Valley Irrigation District**

## **Sicard Flat Pipeline Upgrade Project**

**9370 Browns Valley School Road  
Browns Valley, CA 95918**

**Technical Specification  
for  
Sicard Flat Pipeline Upgrade Project**

## PE4710 HDPE Typical Physical Properties

Property	Test	Typical Value	Units
Material Designation	PPI TR-4	PE4710	-
Cell Classification	ASTM D3350	445574C	-
<b>Pipe Properties</b>			
Density	ASTM D1505	0.96	g/cm <sup>3</sup>
Melt Index (190°C / 2.16kg)	ASTM D1238	0.08 – 0.15	g/10 min
HDB @ 73°F (23°C)	ASTM D2837	1,600	psi
HDB @ 140°F (60°C)	ASTM D2837	1,000	psi
Color – Carbon Black UV Stabilizer	ASTM D3350	2 minimum	%
<b>Material Properties</b>			
Tensile Strength @ Yield (2 in/min)	ASTM D638	3,400 – 4,000	psi
Elongation @ Break (2 in/min)	ASTM D638	> 700	%
Flexural Modulus	ASTM D790	110,000 – 160,000	psi
Hardness	ASTM D2240	62 – 64	Shore D
PENT	ASTM F1473	> 500	hrs
<b>Thermal Properties</b>			
Thermal Expansion Coefficient	ASTM D696	1.0 x 10 <sup>-4</sup>	in/in/°F
Brittleness Temperature	ASTM D746	< -103	°F
Vicat Softening Temperature	ASTM D1525	255	°F

This specification includes high-density polyethylene (PE 4170) pressure pipe intended for the transportation of water.

All HDPE pipe and fittings shall be from a single manufacturer, who is fully experienced, reputable and qualified in the manufacture of the HDPE pipe to be furnished. The pipe shall be designed, constructed and delivered in accordance with the best practices and methods and shall comply with these Specifications.

HDPE pipe must be delivered in 40-foot sections.

Sizes, quantities, and materials are listed in detail in **Exhibit C**.

**DEFINITIONS –**

ASTM – American Society for Testing and Materials

C – Celsius

F – Fahrenheit

g/cm<sup>3</sup> – Grams per cubic centimeter

HDB – Hydrostatic Design Base

Hrs – Hours

In – Inch

Kg – Kilogram

MI – Melt Index

Min - Minute

PE – Polyethylene

PPI – Plastic Pipe Institute

Psi – Pounds per square inch

TR-4 – Technical Report 4

UV – Ultraviolet

**BID SCHEDULE**  
**(Sicard Flat Pipeline Upgrade Project)**

Qty	Description	Units	Price	Ext Price
8520	30" IPS DR21 HDPE PIPE	FT		
17000	30" IPS DR17 HDPE PIPE	FT		
4600	24" IPS DR13.5 HDPE PIPE 50'	FT		
8520	18" IPS DR13.5 HDPE PIPE	FT		
7320	16" IPS DR13.5 HDPE PIPE	FT		
6000	8" IPS DR17 HDPE PIPE 40'	FT		
4	30" IPS DR17 FABRICATED 90 DEGREE	EA		
4	30" IPS DR17 FABRICATED 45 DEGREE	EA		
3	24" SDR11 HDPE 90 DEGREE BEND	EA		
5	18" 4100 SDR11 IPS HDPE 90 FABRICATED	EA		
3	18" 1000 SDR11 IPS HDPE 45 FABRICATED	EA		
3	16" 1000 SDR11 IPS PR 90 FABRICATED	EA		
2	16" 4100 SDR11 IPS HDPE 45 FABRICATED	EA		
5	8" IPS DR17 HDPE 90 BEND OPENS LEFT	EA		
4	8" 1000 SDR17 IPS HDPE 45 OPENS LEFT	EA		
1	16" x 10" SDR 11 IPS REDUCER	EA		
6	30" IPS DI BACK UP RING	EA		
6	30" 4100 HDPE SDR17 FLANGE ADAPTOR	EA		
4	24" IPS DR17 HDPE FLANGE ADAPTOR	EA		
4	24" SDR11 IPS DI BACK UP RING EPOXY COATED	EA		
2	18" IPS DR17 HDPE FLANGE ADAPTOR	EA		
2	18" SDR11 DI IPS BACK UP RING	EA		
2	16" IPS DR17 HDPE FLANGE ADAPTOR	EA		
2	16" SDR11 IPS DI BACK UP RING EPOXY	EA		
4	8" IPS DR17 HDPE FLANGE ADAPTOR	EA		
4	8" SDR11 IPS DI BACK UP RING EPOXY COATED	EA		
3	30" AMERICAN FLOW CONTROL 2530 FLANGE RAW WATER GATE VALVE - OPENS LEFT	EA		
2	24" AMERICAN FLOW CONTROL 2524 FLANGE RAW WATER GATE VALVE - OPENS LEFT	EA		
1	18" AMERICAN FLOW CONTROL 2518 FLANGE GATE WITH 2" OPERATING NUT RAW WATER GATE VALVE - OPENS LEFT	EA		
1	16" AMERICAN FLOW CONTROL 2516 FLANGE GATE VALVE	EA		
2	10" AMERICAN FLOW CONTROL 2514 FLANGE RAW WATER GATE VALVE OPENS LEFT HAND WHEEL	EA		
2	8" AMERICAN FLOW CONTROL 2508 FLANGE RAW WATER GATE VALVE OPENS LEFT OPERATING NUT	EA		
6	30" HDPE STUD KIT 316 STAINLESS STEELE (PACK OF 28) 1-1/4" X 14" 316 STAINLESS STEELE RODS (PACK OF 56) 1-1/4" 316 STAINLESS STEELE HEX NUTS	EA		

**BID SCHEDULE**  
**(Sicard Flat Pipeline Upgrade Project)**

4	24" HDPE STUD KIT 316 STAINLESS STEELE 1-1/4" X 15-1/2" WITH BLUE FLUOROKOTE NUTS	EA		
2	18" HDPE STUD KIT 316 STAINLESS STEELE 1-1/8" X 11-1/2" WITH BLUE FLUOROKOTE NUTS	EA		
2	16" HDPE STUD KIT 316 STAINLESS STEELE 1" X 11" WITH BLUE FLUOROKOTE NUTS	EA		
4	6"-8" HDPE STUD KIT 316 STAINLESS STEELE 3/4" X 6" (PACK OF 10) WITH FLOUROKOTE NUTS	EA		
6	30" X 1/8" FLANGE NEOPRENE GASKET	EA		
2	24" X 1/8" FLANGE NEOPRENE GASKET	EA		
2	18" X 1/8" FLANGE NEOPRENE GASKET	EA		
2	16" X 1/8" FLANGE NEOPRENE GASKET	EA		
4	14" X 1/8" FLANGE NEOPRENE GASKET	EA		
4	6" X 1/8" FLANGE RING NEOPRENE GASKET	EA		
	<b>AIR VENTS</b>			
50	4" FEMALE IRON PIPE WATERMAN CR-101 (OR SIMILAR) AIR/VENT COMBO VALVE - CONTINUOUS ACTING	EA		
50	4" GATE VALVE THREADED BRASS NIPPLE	EA		
50	4" X 48" GALVANIZED STEELE NIPPLE	EA		
50	2" FEMALE IRON PIPE WATERMAN AIR VENT-150 (OR SIMILAR) VENT AND VACUUM RELIEF VALVE	EA		
50	2" X 4" PVC S80 THREADED NIPPLE 887-040	EA		
50	2" BRASS THREADED GATE VALVE - NO LEAD	EA		
50	2" PVC SCH80 UNION THREAD BY THREAD 458-020 (SPEARS OLD STYLE)	EA		
2	10" WILKINS 375A RP BFP W/NRS (OR SIMILAR) VALVES 10-375A – PRESSURE REDUCER	EA		
4	10" IPS DR17 HDPE FLANGE ADAPTOR	EA		
4	10" SDR11 IPS DI BACK UP RING EPOXY COATED	EA		
4	10" – 12" HDPE STUD KIT 316 STAINLESS STEELE 7/8" X 10" (PACK OF 9) WITH 2 BLUE FLUOROKOTE NUTS	EA		
4	10" X 1/8" FLANGE NEOPRENE GASKET	EA		
100	G5 CONCRETE TRAFFIC VALVE BOX	EA		
100	G5 LID COVER - LABELED WATER	EA		
10	4" VALVE STEM EXTENSION	EA		
			<b>Sub Total</b>	
			Freight	
			<b>Tax</b>	
			<b>Total</b>	

**REFERENCES**

BU – Back Up Ring

BVID – Browns Valley Irrigation District

DI – Ductile Iron

DR - Dimension Ratio

FAB - Fabricate

GV – Gate Valve

HDPE- High-Density Polyethylene

HW – Hand Wheel

IPS – Iron Pipe Size

OL – Opens Left

ON – Operating Nut

PVC – Polyvinyl Chloride

RW – Raw Water

SCH – Schedule

SDR – Standard Dimension Ratio

EXHIBIT D

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**ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his/her/their knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check the appropriate box:

No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title of Executing Official)

\_\_\_\_\_  
(Signature of Executing Official)

\_\_\_\_\_  
(Name of Organization/Applicant)



**EXHIBIT E**  
**IRAN CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2204, the following Iran Contracting Act certification is required if your bid totals \$1,000,000 or more.

If your bid totals \$1,000,000 or more, you must complete only one of the following two paragraphs. To complete paragraph 1, check the corresponding line and complete the certification. If applicable instead, simply check the corresponding line before paragraph 2.

\_\_\_ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

\_\_\_\_\_ (date),

at \_\_\_\_\_ (city), (state).

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

OR

\_\_\_ 2. We have received written permission from the District to submit a bid pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with our bid.

**AGREEMENT FOR PROCUREMENT OF HDPE PIPE AND INSTALLATION  
SERVICES BETWEEN BROWNS VALLEY IRRIGATION DISTRICT  
AND \_\_\_\_\_  
FOR THE SICARD FLAT PIPELINE PROJECT**

This Agreement is made and between Browns Valley Irrigation District, a California local public agency (“Buyer”), and [legal name of seller], a [state of registration and type of legal entity] (“Seller”), who agree as follows:

**1. Scope of Work.**

**1.1** Pursuant to this Agreement, Seller will perform the engineering, fabrication, delivery, and installation support necessary to furnish and install high-density polyethylene (“HDPE”) pipe in forty-foot sections and to be fused on the job site to create one continuous pipeline as part of Buyer’s Sicard Flat Pipeline Upgrade Project (“Project”), including the procurement of necessary material, equipment, tools, and labor (the “Goods and Services”), all in accordance with Buyer’s technical specification and Proposal provided by Seller and approved by Buyer and attached to and made a part of this Agreement as **Exhibit A** (the “Technical Specifications and Proposal”). For clarity, the “Goods” include all HDPE pipe in 40-foot sections, fittings, air vents, and control valves, and resin and other materials required to fuse and install the pipeline, and the “Services” are the provision of one or more McElroy-certified technicians with at least six years of experience in fusing small, medium, and large diameter pipe and all expenses of providing that technician for the duration of the Project work.

**1.2.** This Agreement shall take effect on the above date and continue in effect until Seller’s delivery and completion of the Goods and Services, unless sooner terminated as provided below. Seller shall complete and deliver the Goods no later than at a time that is mutually agreed to in Section 3 and Exhibit A of this Agreement. Seller also shall perform the Services when and as requested by Buyer.

**1.3** The following documents constitute the contract between the parties: this Agreement, including all exhibits (collectively the “Contract Documents”):

- A. This Agreement.
- B. Exhibit A, Technical Specifications and Proposal.
- C. Exhibit B, Funding Conditions Applicable to Seller’s Performance.
- D. Addenda, if any, issued by Buyer and acknowledged by Seller.
- E. All documentation submitted by Seller prior to Notice of Award.
- F. Notice to Proceed.
- F. Change orders, if any, issued by Buyer.

There are no Contract Documents other than those listed in this subsection, except that the Contract Documents may be amended, modified, or supplemented upon mutual written agreement of the Buyer and Seller.

1.4. The lump sum amount for the Goods and Services stated in Subsection 2.1 below includes Seller's provision of one or more technicians with the requisite skill and experience to perform pipe fusing services at job sites and on a schedule to be determined by Buyer and provided to Seller at least 24 hours prior to each requested day of service. The lump sum amount bid by Seller and accepted by Buyer includes the costs for each full or partial day required to complete the Services, inclusive of all expenses.

1.5 Seller will obtain, at its sole cost, all permits, licenses, entitlements for use, factory acceptances, transport, delivery, and other approvals from applicable federal, state and local governmental agencies and manufacturers and providers required to obtain and deliver the Goods to Buyer and for performing the Services at Buyer's designated job sites within the Project area.

1.6. The Contract Documents for the Goods and Services have been prepared by Buyer. Buyer will assume all duties and responsibilities, and have the rights and authority assigned to the District Representative in the Contract Documents in connection with Seller's furnishing of the Goods and Services.

## 2. **Compensation.**

2.1 If Seller satisfactorily provides all Goods and performs all Services in accordance with the Contract Documents and to the satisfaction of Buyer, Buyer shall pay Seller in United States dollars, for furnishing the Goods and Services, a total lump sum amount of [REDACTED] dollars and [REDACTED] cents (\$[REDACTED]). The total lump sum of \$[REDACTED] is inclusive of all costs of the Goods and Services, including all charges for the Goods, transportation, taxes, tariffs, labor, tools and materials required to perform the Services, and other expenses necessary for Seller to comply with the terms of the Contract Documents.

2.2 Buyer shall make payments to Seller on the schedule and in compliance with the procedures provided in Section 3 below.

2.3 There shall be no compensation for extra or additional work or services by Seller unless approved in advance in writing by the Buyer. The payment of the lump sum stated in Subsection 2.1 above is inclusive of all of Seller's costs and expenses related to provision of the Goods and Services.

3. **Term.** The term of this Agreement run from the effective date shown in the signature blocks below and will terminate upon completion of the Services, which will be in accordance with the table of contract milestones set forth in Subsection 4.1 below.

**4. Payment Times and Procedures.**

4.1 Buyer shall make progress payments on account of the contract price stated in Subsection 2.1 based on Seller’s applications for payment in accordance with completion of the following Project milestones:

Milestone Number	Milestone Description	Payment
0		%
1		%
2		%
3		%
4		%

4.2 Seller shall submit to Buyer’s designated representative (“Buyer’s Representative”) review applications for each progress payment. Each application shall be complete, signed by Seller and accompanied by all supporting documentation required by the Contract Documents and reasonably required by Buyer’s Representative. The timing and amounts of progress payments shall be as stated in Subsection 4.1 above. Within ten days after receipt of each progress payment application, Buyer’s Representative shall either present the application to Buyer with a recommendation for payment, or return the application to Seller indicating in writing the reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the application to Buyer’s Representative for approval. Buyer shall within 30 days after receipt of each approved progress payment application pay Seller the amount recommended.

4.3 After Seller has furnished all Goods and Services, corrected all non-conformities to the reasonable satisfaction of Buyer, and delivered all documents required by the Contract Documents, Buyer shall issue to Seller a notice of acceptance. Seller may then make application for final payment following the procedures in Subsection 4.2. The application for final payment shall be accompanied by: (1) a list of any unsettled claims, if any; (2) a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon final payment, the Goods will be free and clear of all liens and that all claims have been settled to the mutual satisfaction of Buyer and Seller; and (3) such other data and information as Buyer’s Representative may reasonably require be provided by Seller before final payment. If, on the basis of final inspection after Project commissioning and review of Seller’s final application for payment and accompanying documentation, Buyer’s Representative is satisfied that Seller has furnished the Goods and Services in accordance with the Contract Documents, and that Seller has fulfilled all other obligations owed to Buyer under the Contract Documents, then Buyer’s Representative shall within 10 days after receipt of the application for final payment, present the application to Buyer with a recommendation that final payment be made. If Buyer’s Representative determines that the application is

defective, he or she will return the application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the application for final payment. If the application and accompanying documentation are satisfactory as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the recommended amount, less any sum Buyer is entitled to set off against Buyer's Representative recommended payment amount, including liquidated damages to which Buyer is entitled.

4.4 Buyer reserves the right, of its own accord or upon recommendation of Buyer's Representative, to refuse to make all or any part of any progress payment or the final payment if: (1) Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or Services, or that the Goods or Services are non-conforming and Seller will not correct the defects or additional corrective work, or provide a suitable replacement if the defects cannot be corrected to Buyer's satisfaction; and (2) Buyer has requested in writing assurances from Seller that the Goods and Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within 10 days of Buyer's written request. If Buyer refuses to make payment of the full amount recommended by Buyer's Representative, Buyer will provide Seller immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

5. **Delivery.** Seller's carrier shall deliver the Goods to one or more job sites within the Project area as designated by Buyer's Representative ("Point of Delivery"), and which all are located near the unincorporated community of Browns Valley, California, free from any claims, liens, or demands whatsoever. Seller shall notify Buyer about the time of delivery in writing at least 72 hours before delivery and Buyer's acceptance of delivery at the Point of Delivery shall be subject to an initial inspection by Buyer's Representative. The Goods shall be delivered to the Point of Delivery no later than the date stated in Subsection 3.1 above. No additional charges for transportation, packing, drayage, or related items shall be allowed or paid unless mutually agreed to in writing.

6. **Liquidated Damages.** It is agreed by the Buyer and Seller that time is critical to this Agreement; and that in case the Goods are not completed, transported and delivered to the Point of Delivery before or upon the expiration of the agreed time for completion, as agreed in any amendment, progress schedule or other document, or as revised by any time extensions that may have been granted, damage will be sustained by the Buyer; and that it may be impracticable to determine the actual amount of damage by reason of such delay; and it is, therefore, agreed that the Seller shall pay to the Buyer as damages the amount of \$ [REDACTED] USD per day for each and every day's delay in delivering the Goods to the Project Site after the date specified in Subsection 3.1. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time that this Agreement was made. The Buyer shall have the right to deduct the amount of liquidated damages from any money due or to become due to the Seller.

7. **Risk of Loss.** Seller shall bear the all risk of loss of or damage to the Goods until such time as Buyer or its designated agent takes actual possession of the Goods at the Point of Delivery.

**8. Substitutions.** No substitution will be permitted without the written consent of Buyer or Buyer's Representative. If Seller proposes any substitution, Seller guarantees that the substitution is equal in quality, capacity, durability, ease of maintenance, and ease of installation originally specified and must be accepted by Buyer in advance in writing.

**9. Inspection and Testing of the Goods and Services.**

**9.1** Unless otherwise provided, the Goods shall be subject to inspection and testing by Buyer's Representative. If requested, Buyer's Representative shall be permitted to observe the progress and quality of the production of the Goods or the performance of the Services. Buyer's Representative shall not be required to make comprehensive or continuous inspections to check the quality of Goods or Services, or any at all, and he or she shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with Seller's provision of the Goods and Services. Observations, inspections or testing by Buyer's Representative shall not relieve Seller of its obligation to conduct comprehensive inspections of its work and to furnish proper materials, labor, equipment and tools, and to produce the Goods according to all applicable specifications and performance standards, and to provide adequate safety precautions, in conformity with the Contract Documents.

**9.2** If, after any inspection or testing by Buyer's Representative, Buyer finds any of the Goods or performance of any Services to be unacceptable, defective or nonconforming, then Seller at its sole cost and expense shall replace or repair the Goods or reperform the Services to the satisfaction of Buyer's Representative. Upon failure of Seller to comply with any order of Buyer's Representative, Buyer may cause the unacceptable, defective or nonconforming Goods or Services to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due to Seller.

**10. Professional Ability of Seller.**

**10.1** Seller represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently produce the Goods and perform the Services required to be provided by the Contract Documents. The Buyer has relied upon Seller's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement.

**10.2** The following individuals are designated as Seller's key personnel and are considered to be essential to the successful performance of the work hereunder: *[Describe Contractor's key personnel by name or by reference, e.g. the McElroy-certified individual or individuals who will perform the fusing work.]*. Seller agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

**10.2.1** If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Seller shall immediately notify Buyer and shall, subject to Buyer Representative's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

10.2.2 Each Seller request for approval of personnel substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by Buyer to evaluate the proposed substitution. Buyer shall evaluate Seller's request and Buyer shall promptly notify Seller of its decision in writing.

**11. Patents and Licenses.** Seller warrants that it holds all patents or has secured all required licenses or other rights necessary to provide the Goods and Services. Seller will assume all costs arising from the use of patented or licensed materials, equipment, devices, or processes used on or incorporated into the Project, and agrees to indemnify, defend, protect, and save harmless Buyer, and its directors, officers, employees, and other representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented or licensed materials, equipment, devices, or processes.

**12. Compliance with Laws.**

**12.1 General.** Seller shall perform the Work in compliance with all applicable federal, state, and local laws and regulations. Seller shall possess, maintain, and comply with all federal, state, and local permits, licenses, and certificates that may be required for it to provide the Goods and perform the Services. Seller shall comply with all federal, state, and local air pollution control laws and regulations applicable to Seller and the work (as required by California Code of Regulations title 13, section 2022.1). Seller shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

**12.2 California Labor Code Compliance for Performance of the Services.** As applicable, Seller shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated into this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Seller also shall comply with Labor Code sections 1775 and 1813, including provisions that require Seller to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Seller or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty the sum of \$25 for each worker (whether employed by Seller or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

**12.3** If the value of the Services exceeds \$25,000, Seller must be registered and qualified to perform public work with the California Department of Industrial Relations pursuant section 1725.5 of the Labor Code.



Seller's Public Works Contractor Registration Number: \_\_\_\_\_

**12.4** Seller is providing the Goods and performing the Services pursuant to funding provided to Buyer by a federal grant agreement, which imposes certain funding conditions on Buyer and its sub-recipients, including Seller (the "Funding Conditions"). Buyer hereby informs Seller that such Funding Conditions apply and that Seller is required by accepting the award of this Agreement to determine, comply with, and be subject to the Funding Conditions which apply to Buyer's contractors including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, payment of prevailing wages, and compliance with the Americans with Disabilities Act. The Funding Conditions applicable to Seller's performance of this Agreement are set forth in full in **Exhibit B** attached to and made a part of this Agreement.

**13. Conflict of Interest.** Seller (including its principals, associates, and professional employees) represents and acknowledges that: (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income in the area covered by this Agreement or that would be affected in any manner or degree by the performance of Seller's services under the Contract Documents; and (b) no person having any such interest shall perform any work thereunder. The parties agree that Seller is not a designated employee within the meaning of the Political Reform Act and the Buyer's conflict of interest code because Seller will provide all Goods and Services independent of the control and direction of the Buyer or of any Buyer official, other than normal contract monitoring, and Seller possesses no authority with respect to any Buyer decision beyond the rendition of information, advice, recommendation, or counsel.

**14. Seller Records.**

**14.1** Seller shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and charges for services, expenditures, and disbursements for the Work for a minimum period of three years (or for any longer period required by law) from the date of final payment to Seller under this Agreement. Buyer may inspect and audit such books and records, including source documents, to verify all charges, payments, and reimbursable costs under this Agreement.

**14.2** In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor General for three years following final payment under this Agreement.

**15. Seller's Representations.** In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

**15.1** Seller has examined and carefully studied the Contract Documents and the related data identified in the Exhibit A Technical Specifications and Proposal.

**15.2** If specified, or if, in the Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Services, Seller has visited the Point of Delivery and Project area identified herein and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of the Goods and Services.

**15.3** Seller is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and the furnishing of the Goods and Services.

**15.4** Seller has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies in the Contract Documents that Seller has discovered or has actual knowledge of, and the written resolution of any such items by Buyer is acceptable to Seller.

**15.5** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Goods and Services.

**15.6** Seller understands that the Goods and Services provided under this Agreement will become part of the Project and the lump sum price stated in Subsection 2.1 of this Agreement shall be guaranteed through \_\_\_\_\_, 202\_.

**16. Warranty.** Seller warrants the Goods against defects in materials and workmanship under normal use and service for one year after commissioning of the Project or 18 months from delivery date, whichever comes first. THIS WARRANTY IS THE SOLE WARRANTY OF SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's sole obligation under this warranty shall be, at its option, to repair or replace the Goods or any component parts, which has a defect covered by this warranty, or to refund the purchase price of such Good or component. Under the terms of this warranty or otherwise, Seller shall not be liable for: (a) consequential, collateral, incidental or special losses or damages; (b) conditions caused by normal wear and tear, abnormal conditions or use, accident, neglect, or misuse; (c) the expense of, and loss or damage caused by, repairs or alternations made by anyone other than Seller; or (d) any loss, damage or expense relating to or resulting from installation, removal or reinstallation of the Goods. In the event of failure to comply with the above stated conditions within a reasonable time, Buyer may have the defect repaired or made good at the expense of Seller, who shall pay all costs and charges for such repair immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other costs incurred by Buyer in enforcing this warranty.

**17. Insurance.**

**17.1** Seller, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and minimum limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability, including products liability	\$2,000,000 per occurrence & \$5,000,000 aggregate	at least as broad as ISO CG 0001
Automobile Insurance	\$2,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	

**17.2** Seller's policies shall be endorsed to name Buyer, and its officers, employees, contractors, and agents as additional insureds regarding liability arising out of the work performed under the Contract Documents. Seller's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Buyer's insurance or self-insurance, if any, shall be excess and shall not contribute with Seller's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Buyer. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to Buyer. Seller agrees to waive subrogation that any insurer may acquire from Seller by virtue of the payment of any loss relating to the work performed under the Contract Documents. Seller agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Buyer for all work performed and all Goods and Services provided by Seller.

**17.3** Upon request, Seller shall provide to Buyer the following proof of obtaining and maintaining the above insurance coverages: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

**18. Entire Agreement.** This Agreement and the attached exhibits represent the sole, final, complete, exclusive, and integrated expression, and statement of the terms of the agreement between the parties concerning the Work. There are no written or oral agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

**19. Successors and Assignment.** This Agreement shall be binding on, and inure to the benefit of, the heirs, successors, and assigns of the parties; however, Seller agrees that it will not subcontract, assign, transfer, convey, or otherwise dispose of this Agreement or

any part thereof, or its rights, title, or interest therein, or its power to execute the same without the prior written consent of the Buyer.

**20. Severability.** If any part of this Agreement is held to be void, invalid, illegal, or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

**21. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by the Buyer to Seller shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**22. Interpretation.** The Buyer and Seller each had the opportunity to consult independent counsel in the negotiation and execution of this Agreement. For the purposes of interpretation of this Agreement, neither party will be deemed to have been its drafter.

**23. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The state superior or federal district court where the Buyer's office is located shall be venue for any litigation concerning the enforcement or construction of this Agreement.

**24. Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or sent by facsimile or e-mail in the manner provided in this section, to the following persons:

Buyer: Browns Valley Irrigation District  
Attn: Kelly McNally (Buyer's Representative)  
P.O. Box 6  
9370 Browns Valley School Road  
Browns Valley, CA 95918

Seller: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If sent by mail, any notice, delivery, or other communication shall be effective or deemed to have been given three days after it has been deposited in U.S. Mail postage prepaid, and addressed as set forth above. If sent by facsimile or e-mail, any notice, delivery, or other communication shall be deemed to have been given only after it has been confirmed in writing as received. If delivered personally or by nationally-recognized overnight delivery service, any such notice, delivery or other communication shall be deemed to have been given on the date of delivery. Either party may change that party's address or designated representative by giving written notice of the change to the other party in the manner provided in this section.

**25. Independent Contractor.** Seller's relationship to Buyer is that of an independent contractor. All persons hired by Seller and producing or procuring the Goods or performing

any of the Services shall be Seller's employees or agents. Seller and its officers, employees and agents are not Buyer's employees, and they are not entitled to Buyer's employment salary, wages, or benefits. Seller shall pay, and Buyer shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Seller's employees. Seller shall, to the fullest extent permitted by law, indemnify Buyer, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Seller's independent contractor status or employment-related liability.

**26. Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Seller without Buyer's prior written approval. Seller shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in Section 17 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Buyer in the manner provided in Section 17 of this Agreement.

**27. Signature Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. This Agreement will be effective on [REDACTED], 2022.

BUYER: Browns Valley Irrigation District

By: \_\_\_\_\_

Title: \_\_\_\_\_

SELLER: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**TECHNICAL SPECIFICATIONS AND PROPOSAL**

## EXHIBIT B

### FUNDING CONDITIONS APPLICABLE TO SELLER'S PERFORMANCE OF THIS AGREEMENT

The following supplemental conditions arise from and are required by the agreement for grant funding provided by the United States Department of the Interior, Bureau of Reclamation through the Yuba County Water Agency ("YCWA"), and apply to Seller's provision of the Goods and Services to Buyer, as subrecipient of the funding from YCWA:

1. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** If Seller subcontracts any part of the manufacturing or procurement of the Goods or performance of any of the Services, Seller must take the following necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The required affirmative steps must include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
  
2. **Domestic preferences for procurements.** Whenever practical and permitted by law, Seller shall purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, plastics, and other manufactured products in the manufacturing or procurement of the Goods and provision of the Services.
  
3. **Bonding.** Promptly upon execution of this Agreement, and prior to the commencement of any work, Seller shall obtain at its sole cost and provide to Buyer a performance bond and payment bond each in the amount of 100% of the lump sum price stated in the Agreement. The bonds must be issued by a surety admitted and in good standing in California and be in a form acceptable to Agency. The bonds must comply with



California Civil Code sections 9550 and 9554 and applicable provisions of the California Bond and Undertaking Law (Cal. Code of Civil Procedure § 995.010 et seq.).

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Seller is required to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Seller is required to compute the wages of every mechanic and laborer performing the Services on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the affected worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
  
5. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**. Seller shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  
6. **Debarment and Suspension (Executive Orders 12549 and 12689)**. Seller must not be listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." Seller certifies that it will not knowingly enter into a contract with subcontractor or other person or entity that is ineligible under 40 CFR Part 32 to participate in the Project. Seller shall certify that it and its principals, and shall obtain certifications from its contractors that they and their principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and iv. Have not within a three year

period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

(d) Suspension and debarment information can be accessed at <http://www.sam.gov>. Seller represents and warrants that it has, or will include, a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. Seller acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in termination, delay or negation of this Agreement, or pursuit of legal remedies, including suspension and debarment.

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Seller and any subcontractors under it must file the required anti-lobbying certification certifying to Buyer that Seller will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Seller acknowledges that it has already signed and filed the required certification with Buyer, but shall obtain additional certifications from Buyer if Seller enters into any subcontracts. Seller also must disclose to Buyer any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
8. **Solid Waste Disposal Act**. Seller must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
9. **Termination**. Buyer may terminate this Agreement at any time for cause by giving 14 days' prior written notice to Seller. Cause shall mean: (a) Seller violates this Agreement, and such violation continues for a period of 30 days after Buyer's notice of violation (which shall specify the violation); (b) Seller files or there is filed against Seller a bankruptcy petition (unless, in the case of a petition filed against Seller, the same is dismissed or stayed within 60 days); (c) Seller makes an assignment for the benefit of creditors; (d) Seller becomes insolvent or there shall occur a material adverse change in Seller's financial condition; (e) Seller applies for or consents to the appointment of a receiver, trustee, or conservator, or such appointment is made without Seller's consent and is not vacated within 60 days; or (f) the Grant Agreement between Buyer and the United States funding the Goods and Services is terminated. Buyer also shall have the

right to terminate this Agreement for convenience upon 14 days' prior written notice to Seller. In case of a termination for convenience, Buyer shall pay Seller for all Goods delivered and all Services performed prior to the termination date, but shall have no liability for termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

**10. Trafficking in Persons.** Seller, and its officers and employees, and subcontractors and their employees, may not engage in trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. Seller must include this provision in its subcontracts under this Agreement. Seller must inform Buyer immediately of any information regarding a violation of the foregoing. Seller understands that failure to comply with this provision may subject Buyer to the loss of federal funds. Seller agrees to compensate Buyer for any such loss of funds due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition. Buyer may unilaterally terminate this Agreement if Seller is determined to have violated this provision.

**11. Non-Discrimination.** During the performance of this contract, Seller agrees as follows:

- (a) Seller shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Buyer setting forth the provisions of this nondiscrimination clause.
- (b) Seller will, in all solicitations or advertisements for employees placed by or on behalf of Seller, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (c) Seller shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by Buyer, advising the labor union or workers' representative of the Seller's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Seller shall comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Seller shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Seller's books, records, and accounts by Buyer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Seller's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Seller shall include the provisions of Paragraphs (a) through (f) in every subcontract or purchase order under this Agreement unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Seller will take such action with respect to any subcontract or purchase order as Buyer may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by Buyer, Seller may request the United States to enter into such litigation to protect the interests of the United States.

(h) In addition, Seller shall comply with the following federal non-discrimination requirements:

- (i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP);
- (ii) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities;
- (iii) The Age Discrimination Act of 1975, which prohibits age discrimination; and
- (iv) 40 CFR Part 7, as it relates to the foregoing.

**12. Iran Contracting Act.** Seller shall sign and file with Buyer the Iran Contracting Act Certification set forth in Exhibit C to this Agreement.

**13. Application to Subcontractors.** All of provisions in this Exhibit B apply equally to subcontractors of any tier under Seller, and Seller must ensure that all provisions herein are included in any subcontract between Seller and a subcontractor of any tier. Seller shall be solely liable for any failure to include the provisions of this Exhibit B in any subcontract and shall indemnify, defend, and hold harmless Buyer against any claims, losses, or damages incurred by Buyer as a result of Seller's failure to comply with this requirement.